law operating upon the acts of the parties creates the essential privity between the promisor and third person, establishing a new relation of debtor and creditor which cannot be altered as regards the third person without his consent. Three of the court dissented on the ground that in *Tweeddale* v. *Tweeddale* the agreement was fully executed, whereas in the principal case it was still executory when cancelled and that the doctrine should not be so extended. Under similar facts other courts have reached the same conclusion as in the principal case, by a different line of reasoning. In *Copeland* v. *Summers,* 138 Ind. 219, it was held that "by the conveyance and taking back obligation to pay plaintiff sums therein named the parent made the defendant a trustee for the plaintiff and thereafter he held such funds as trustee." The trust being once established was irrevocable without the beneficiary's consent. A similar rule has been laid down in Vermont. It is said that the effect of the transaction was to create a trust and to vest in the plaintiff a right to the money of which he could not be divested without his consent, and on failure of the defendant to make payment of the specified sum, the beneficiary could avail himself of the mortgage. *Sargent* v. *Baldwin,* 60 Vt. 17; *Howard* v. *Howard,* 60 Vt. 362. In *Lewis* v. *Nelson,* 4 Mich. 630, the court seemed to recognize such a rule, but refused to hold that an irrevocable trust was established by the transaction, because in that case the defendant had not executed the deed and also because the event upon which the money was to fall due,— viz., death of the parents,—had not happened. It is now almost universally held that a third person can sue in his own name on a promise made for his benefit, subject to various qualifications imposed by the law of the different states. *Johnson* v. *Trust Co.,* 159 Ind. 610; *Spaulding* v. *Henshaw,* 80 Ky. 55; *Crone* v. *Stinde,* 156 Mo. 262; *Painter* v. *Kaiser, 27* Neb. 432; *MacKay-Nisbit Co.* v. *Kuhlman,* 119 Ill. App. 144; *Burton* v. *Larkin,* 36 Kan. 246; *Blakley* v. *Adams,* 113 Ky. 396; *Glencoe Lime & Cement Co.* v. *Wind,* 86 Mo. App. 163; Contra: *Marston* v. *Bigelow,* 150 Mass. 45; *Wheeler* v. *Stewart,* 94 Mich. 455, but in the latter state the beneficiary could sue in equity, *Palmer* v. *Bray,* 136 Mich. 85. See 15 HARV. LAW REV. 767.

WILLS—ATTESTING WITNESSES.—The Kentucky statute making a beneficiary under a will a competent attesting witness to prove the execution thereof, and declaring the devise or bequest to such witness void, *Held* to have no application to a witness and devisee who testifies to the handwriting of the testator in an holographic will. *McNamara et al* v. *Coughlin et al,* (Ky. 1914), 169 S. W. 555.

The rule here laid down would seem to be correct following the holding in *Sellars* v. *Kirby,* 82 Kans. 291, 108 Pac. 73, 28 L. R. A. (N. S.) 270, 136 Am. St. Rep. 110, 20 Am. & Eng. Ann. Cas. 214, that "witness" in a statute of this nature meant subscribing witnesses, and affected only those persons who had subscribed to a will as witnesses to the execution thereof. The court of Georgia took this same view, in the case of *Smith* v. *Crotty,* 112 Ga. 105, 38 S. E. 110, holding that a witness to a nuncupative will did not lose his bequest by being such.